



EXHIBIT D



PATIENT INTERACTIVE
117 North 40th St., Seattle, WA 98103
Voice: (206) 850-5193 Fax: (206) 547-8351
admin@PTinteractive.com • www.PTinteractive.com

BETA TEST AGREEMENT

This Beta Test Agreement ("Agreement") is made and effective October 12, 1999, by and between Patient Interactive ("PI") and Dr. Mark Johnston ("Dr. Johnston").

PI is the owner of a product identified as Ortho Sesame Internet Package ("Product"), which it desires to have tested by prospective users in what is commonly referred to as a "Beta Test".

PI and Dr. Johnston agree as follows:

1. Arrangement.

PI agrees to provide to Dr. Johnston the Product for the price outlined in attached Invoice and Dr. Johnston accepts the Product, subject to the terms of this Agreement. Dr. Johnston agrees to evaluate the Product as provided herein, and report to PI with respect to its usefulness and functionality.

2. Non-Disclosure.

A. PI acknowledges that all information it receives about Dr. Johnston's practice and patients in order to configure and support the Product is confidential and proprietary to Dr. Johnston. PI shall hold the same in confidence and shall not use this Confidential Information other than for the purposes of its business with Dr. Johnston.

B. Dr. Johnston acknowledges that in providing the Product, PI may disclose certain confidential, proprietary trade secret information of PI. Confidential Information may include, but is not limited to, the Product, computer programs, manuals, development tools, and specifications. During this Agreement and for a period of two years thereafter, Dr. Johnston agrees that he will not, without the express prior written consent of PI, disclose any Confidential Information or any part thereof to any third party. Dr. Johnston also agrees that he shall not duplicate, translate, modify, copy, printout, disassemble, or otherwise tamper with the Product or any firmware or software provided therewith.

3. License.

Dr. Johnston acknowledges that he shall have only a nontransferable license to use the Product. Dr. Johnston acknowledges and agrees that he will not use the Product for any purpose that is illegal.

4. Report.

Dr. Johnston shall report to PI any perceived defect(s) in the Product and shall provide to PI an evaluation of the Product, including both positive and negative aspects. PI shall have the right to use the comments of Dr. Johnston and his staff in its marketing and promotional materials. Information in User Surveys collected from Dr. Johnston's patients may also be used by PI, but no patient's name will be released without his express consent.

5. Term

The Beta Test period will be a period of ⁶⁰~~30~~ days commencing from the date of Product installation in Dr. Johnston's office. In case of problems with the operation of Ortho Sesame, PI will troubleshoot the same business day. Resolving problems may require the cooperation of Dr. Johnston and/or Dr. Johnston's staff, especially if the operation failures have been caused by changes to hardware, data lines, or Dr. Johnston's network. PI technical support personnel need to remotely access Dr. Johnston's network via PC Anywhere. Days when Dr. Johnston and/or Dr. Johnston's staff are not available for communications by telephone, e-mail or fax, or when PI technical support personnel cannot access Dr. Johnston's network via PC Anywhere because it has been turned off or the access line disabled, will not count toward the ~~30~~ day Beta Test period; such delays will extend the Beta Test period commensurately. ⁶⁰

6. Satisfaction Guarantee/Termination

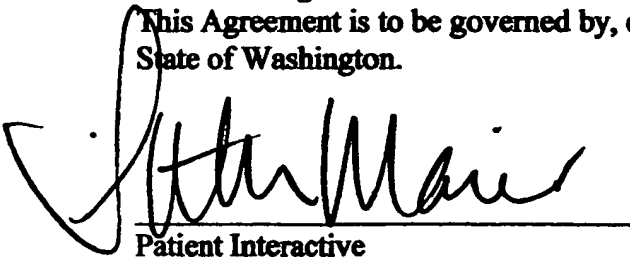
If Dr. Johnston is not satisfied with the Product at the conclusion of the Beta Test period, he may return the Product including PC in good working condition and all Confidential Information and copies thereof, to PI, along with his evaluation report, and PI will return all PI fees paid by Dr. Johnston except installer travel expenses. Upon termination, Dr. Johnston agrees to remove from his computer any files related to the product and PI shall no longer be obligated to host his Web site. The Non-Disclosure obligations of PI and Dr. Johnston in Section 2 above shall survive the termination of this Agreement.

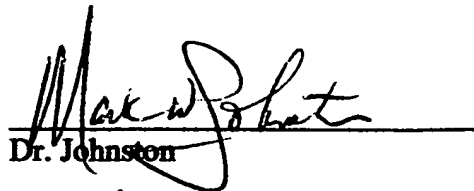
7. Ongoing Product Support

PI will reward Beta Test group participants by providing complimentary ongoing support and updates to this product. Future custom Web design services, Web hosting, domain renewal, and other custom add-on features will be billable at regular rates.

8. Governing Law

This Agreement is to be governed by, construed and enforced according to the laws of the State of Washington.


Patient Interactive


Dr. Johnston

During the 60 Day test period, Dr. Johnston has the privilege of shortening his evaluation period, at his discretion.